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**CONTRACT #7**  
**RFS # 337.10-628**  
**FA # Pending**

**Department of Labor &  
Workforce Development**

**VENDOR:**  
**Bull HN Information  
Systems, Inc.**



**STATE OF TENNESSEE  
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT**

**PHIL BREDESEN  
GOVERNOR**

**220 French Landing Drive  
Nashville, TN 37243-1002  
(615) 741-2582**

**JAMES G. NEELEY  
COMMISSIONER**

May 27, 2008

James W. White, Director  
Fiscal Review Committee  
State of Tennessee  
8<sup>th</sup> Floor, Rachel Jackson Building  
Nashville, TN 37243-0057

**RECEIVED**  
**MAY 28 2008**  
**FISCAL REVIEW**

REF: 337.10-628-09 Non Competitive Contract (CG-REMOTE-08)

Dear Mr. White:

Outlined below is our justification for a Non Competitive Contract with Bull HN Information Systems, Inc.

The initial term of the contract is from August 1, 2008 through July 31, 2011 with two additional option years.

This service is for Remote Hosting services, Disaster Recovery, Services, Production Control Services and Remote Technical Support in connection with the State's General Comprehensive Operating System (GCOS) and GCOS Computing Facility.

Bull HN Information Systems, Inc. (Bull) is the sole source provider in the United States (exclusive of Federal Government agencies, Alaska, Hawaii, and the United States Territory of Guam through Bull's distributor, DigitalNet Government Solutions, LLC.) of the DPS 9000/TA22S equipment ("Equipment") and the GCOS 8 operating system software for the DPS 9000/TA22S.

Bull HN Information Systems does not distribute maintenance or software through dealerships or re-sellers.

Components of our existing mainframe are aging and upgrades to meet current demands are no longer available unless other items are upgraded as well. Our current DPS9000/TA22S was installed in January of 2003 and it has reached its end-of-life by industry standards. By remote hosting, we can avoid a capital expenditure of a minimum of \$718,000 for a replacement mainframe and a reduction in the number of contractual agreements required for on-going monthly support of the Bull system. We have projected that our agency will save an estimated \$1.7 million by allowing Bull to remote host our mainframe operation.

I have also attached a Memorandum from the IT Assessment & Budget Committee (IT-ABC) approving the project.

Based on the above justification, I am requesting your approval of this non-competitive contract.

Sincerely,

James G. Neeley, Commissioner

JGN: HS: mho



**STATE OF TENNESSEE**  
**DEPARTMENT OF FINANCE AND ADMINISTRATION**  
**OFFICE FOR INFORMATION RESOURCES**

**DAVE GOETZ**  
**COMMISSIONER**

**312 EIGHTH AVENUE NORTH**  
**SUITE 1600**  
**WILLIAM R. SNODGRASS TN TOWER**  
**NASHVILLE, TENNESSEE 37243-8030**  
**TELEPHONE (615) 741-7358**  
**FAX (615) 532-0471**

**JAMIE ETHERIDGE, ENTERPRISE POLICY & PLANNING**  
**MIKE DEDMON, BUDGET**  
**MAX ARNOLD, DATA CENTER OPERATIONS**  
**DEBBIE DEY, SOLUTIONS DELIVERY AND SUPPORT**  
**JASON GUNNOE, INFORMATION SECURITY**  
**LEIGHANNE HAYNES, IT PLANNING**  
**F. BRADLEY MEYERS, ENTERPRISE ARCHITECTURE,**  
**QUALITY ASSURANCE & TESTING**  
**ROGER PELHAM, DATA NETWORKING &**  
**TELECOMMUNICATIONS**

**MEMORANDUM**

**TO:** John Crawford, Administrator of Technology  
Department of Labor and Workforce Development

**FROM:** Jamie Etheridge, Chair  
IT Assessment & Budget Committee (IT-ABC)

**DATE:** April 14, 2008

**SUBJECT:** GCOS8 Remote Hosting – (CG-REMOTE-08)

The IT-ABC has reviewed the GCOS8 Remote Hosting project – (CG-REMOTE-08). This project is approved to proceed.

If you have any questions, please call Tammy Jones at 253-4879 or me at 741-7358. Also, feel free to call upon any of the various sections of OIR if we can provide you with any assistance in planning for your information technology needs.

cc: Mark Bengel, Chief Information Officer  
IT-ABC Members  
William Wood, Budget Analyst

# REQUEST: NON-COMPETITIVE CONTRACT

APPROVED

Commissioner of Finance & Administration

Date:

Each of the request items below indicates specific information that must be individually detailed or addressed as required.  
A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) RFS #	337.10-628-09	
2) State Agency Name :	Labor and Workforce Development	
3) Service Caption :	Remote hosting, Disaster recovery, and Remote Tech. support services	
4) Proposed Contractor :	Bull HN Information Systems, Inc.	
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	8/01/08	
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	7/31/2013	
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	4,242,180.00	
8) Approval Criteria : (select one)	<input type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input checked="" type="checkbox"/> only one uniquely qualified service provider able to provide the service	
9) Description of Service to be Acquired :	<p>The purpose of this Contract is for the Contractor to provide the State with Remote Hosting Services, Disaster Recovery Services and Remote Technical Support in connection with the State's GCOS environment and GCOS Computing Facility, including its related communications network, as defined in the Statement of Work attached as Appendix A (the "SOW") and incorporated by reference herein (collectively, the "Managed Hosting Services" or "Services").</p>	
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :	<p>See attached Project Proposal.</p>	
11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & If so, What Procurement Method It Used :	<p>The Agency has purchased the Bull Mainframe computer and Disaster Recovery Services on a non-competitive basis for more than ten years. The Remote Hosting Service is a new service that has not been purchased in the past.</p>	
12) Name & Address of the Proposed Contractor's Principal Owner(s) : (not required if proposed contractor is a state education institution)	<p>Bull HN Information Systems, Inc., Jonathan J. Burbank, President, 296 Concord Road, Billerica, MA 01821-4118</p>	
13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :	<p>Bull HN Information Systems, Inc. has been providing the agency's Bull Mainframe Computer and Disaster Recovery Services for more</p>	

than ten years.

**14) Documentation of Office for Information Resources Endorsement :**  
(required only if the subject service involves information technology)

select one:

☐

Documentation Not Applicable to this Request

☒

Documentation Attached to this Request

**15) Documentation of Department of Personnel Endorsement :**  
(required only if the subject service involves training for state employees)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

**16) Documentation of State Architect Endorsement :**  
(required only if the subject service involves construction or real property related services)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

**17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**

None. Only one uniquely qualified service provider.

**18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process :**  
(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

See Attachment 1

**REQUESTING AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR--- signature by an authorized signatory will be accepted only in documented exigent circumstances)

*Xavier Mueley*

*5/28/08*

Agency Head Signature

Date



# FAX/EMAIL TRANSMITTAL

to Request OIR Procurement Endorsement

TO : Jane Chittenden, Director  
OIR Procurement & Contract Management FAX # 741-6164

FROM : Melvin O'Neal, RFS Coordinator FAX # 741-3002

DATE : 5/23/08

RFS # 337.10-628-09

RE : Procurement Endorsement — BULL HN Remote hosting, disaster recovery, production control, and remote tech. support.

INFORMATION SYSTEMS PLAN PROJECT: GCOS8 Remote Hosting — (CG-REMOTE-08)

NUMBER OF FAX PAGES (including cover) : email

The nature and scope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support, because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call Melvin O'Neal at 532-1071.

Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thank you for your help.

Attachment(s)

Must include the entire contract or amendment document and where applicable, the non-competitive contract or amendment request form. The original contract and any prior amendments that were applied to the same section of the contract must be provided with an amendment. Electronic copies of the contract, amendments, and request form without signature are acceptable.

RFP documents must be provided in electronic form.

OIR Endorsement :

*Mark Bengel (gc)*

*5/28/08*

OIR Chief Information Officer

Date

Note: OIR Endorsement signed prior to delivery to Fiscal Review Committee; the final contract and associated documentation must be returned to OIR after Fiscal Review Committee determination is given.

## 021908

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
AND**

**Bull HN Information Systems Inc., acting through  
its Bull Information Technology Solutions Division**

This Contract, by and between the State of Tennessee, Department of Labor and Workforce Development, hereinafter referred to as the "State" and Bull HN Information Systems Inc., acting through its Bull Information Technology Solutions Division, hereinafter referred to as the "Contractor," or "Bull") is for the provision of Remote Hosting Services, Disaster Recovery Services and Remote Technical Support in connection with the State's General Comprehensive Operating System "GCOS" environment and GCOS Computing Facility, including its related communications network, as further defined in the "SCOPE OF SERVICES."

The Contractor is a for profit corporation. The Contractor's address is:

296 Concord Road  
Suite 180  
Billerica, MA 01821-4186

The Contractor's place of incorporation is Delaware.

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The purpose of this Contract is for the Contractor to provide the State with Remote Hosting Services, Disaster Recovery Services and Remote Technical Support in connection with the State's GCOS environment and GCOS Computing Facility, including its related communications network, as defined in the Statement of Work attached to this Contract as Appendix A (the "SOW") and incorporated by reference herein (collectively, the "Managed Hosting Services" or "Services").
- A.3. Changes in scope and/or level of Services under this Contract may be made by a mutually approved Request for Change. An example of a Request for Change is attached to the Contract as Attachment 2. Each completed Request for Change shall be managed by Contractor. The Request for Change may be supplemented by any additional information which would help expedite the change and any such documentation shall be attached to the original completed form. Approved Requests for Change must be signed by authorized representatives of the State and Contractor.

**B. CONTRACT TERM:**

- B.1. This Contract shall be effective for the period commencing on 8/01/08 and ending on 7/31/11. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.

**C. PAYMENT TERMS AND CONDITIONS:**



- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two million, five hundred forty seven thousand six hundred sixty Dollars (\$2,547,660.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

<u>SERVICE UNIT</u>	<u>FEES</u>
<b>(1) Monthly Managed Hosting Services Fee</b>	<b>\$ 70,605.00 per Month</b>
Based on a thirty-six (36) month term, payable at the Start of Phase 2 – Operations, as defined in the SOW	
Includes Disaster Recovery Services for GCOS and Remote VPN Services for up to twenty-five (25) named employees according to the records that document the number of State employees who log on at least once during the calendar month for Remote VPN Services	
(a) The State requires no tapes, other than those required for Phase 1 – Transition Management, as referenced in the SOW. Additional tapes required for Services over the amount transferred by the State will be purchased by Contractor at actual cost plus ten percent (10%)	
(b) A monthly processor utilization baseline will be established by averaging the State's normal workload during the second and third processing months of Phase 2 – Operations ("Baseline"). This workload as depicted by the PARS and/or GCOS accounting data furnished by the State to Bull prior to the Effective Date ("Historical Data"). If the Baseline or State's subsequent monthly processor utilization exceeds the Historical Data by twenty percent (20%) or more, the Monthly Remote Hosting Fee will increase by an amount equal to the percentage of utilization over one hundred and twenty percent (120%).	
<b>(2) One Time Equipment and Tape Inventory Transfer Service Fee</b>	<b>\$ 5,880.00</b>

Bull will invoice the State fees for the transfer of the State's DBSP unit, cartridge tape drives and up to 8800 tapes to the Bull Data Center. Should the State require additional shipments of tapes, Bull will provide pricing for additional transfers via the RFC process.

**(3) Additional Service Fees**

Bull offers technical resources for special projects or supplemental support outside the realm of the managed hosting services described in this Contract. The following is a sample of our standard hourly rates for such services if services are performed in calendar year 2008.

Note: Hourly Fees apply during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding locally observed Bull holidays ("Normal Business Hours"). Work performed outside of Normal Business Hours, including on holidays and weekends, will be billed at one and one half times the Hourly Fee. A minimum of eight (8) hours is required for remote support and a minimum of forty (40) hours for onsite support at the State's location.

<u>Technical Skill Set</u>	<u>Hourly Rate</u>
Project Manager	<b>\$180.00</b>
Network Engineer	<b>\$180.00</b>
Database and GCOS-8 Technical	
Support	<b>\$158.00</b>
Computer Operator	<b>\$115.00</b>
Production Control Support	<b>\$115.00</b>

The maximum liability set forth in Section C.1 has been calculated on the assumption that the State shall not request or otherwise be obligated to pay any of the rates set forth above that are usage based; i.e., that (a) the State shall not purchase any additional number of tapes from Contractor, (b) the Baseline or State's subsequent monthly processor utilization rate shall not exceed the Historical Data by twenty percent or more, as referenced above and/or (c) the actual number of State employees who log on via Remote VPN at least once during each calendar month during the Contract Term shall not exceed twenty-five (25). If, as a result of these variable unit based charges, the sum of the fixed fee charges and rate based charges exceeds the maximum liability set forth in Section C.1 at any point during the term of this Contract, then Contractor shall be entitled to withhold service until such time as an Amendment to the Contract (through an RFC) has been entered into setting forth a new maximum liability consistent with the then valid assumptions and the State has issued Contractor a purchase order for the increased amount.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

220 French Landing Drive, 4 A, Nashville, TN 37243-1002

b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

- (1) Invoice/Reference Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: Department of Labor and Workforce Development, Employment Security;
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);

- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
  - (10) Contractor Remittance Address;
  - (11) Complete Itemization of Charges, which shall detail the following:
    - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
    - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
    - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
    - iv. Amount Due by Service; and
    - v. Total Amount Due for the invoice period.
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- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
    - (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
    - (2) not include any future work but will only be submitted for completed service; and
    - (3) not include sales tax or shipping charges.
  - d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
  - e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:
- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall

give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services where such failure or violation is not cured within thirty (30) days following receipt of written notice from the State specifying the failure. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 3, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
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- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
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E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Melvin O'Neal, Accounting Manager  
Department of Labor and Workforce Development  
Fiscal and Administrative Services, 4 A  
220 French Landing Drive  
Nashville, TN 37246-1004  
melvin.oneal@tn.gov  
Telephone Number (615) 532-1071  
Facsimile Number (615) 741-3002

The Contractor:

Jonathan J. Burbank, President  
Bull HN Information Systems Inc.  
296 Concord Road  
Suite 180  
Billerica, MA 01821-4118  
US-TN-Notices@Bull.com  
Telephone Number (978) 294-4246  
Facsimile Number (978) 294-6114

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory

and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

- E.5. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.6. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.7. **This Agreement does not include any changes to the State's applications, data, files or software to correctly handle Year 2000 date functions and calculations and Contractor shall have no obligation or liability in connection therewith. The State further acknowledges and agrees that products used by the State may not be made "Year 2000 Ready" as defined by Contractor) and that Contractor has no obligation or liability with respect to such products.**
- E.8. Contractor and the State are not liable for any indirect, special or consequential damages or lost profits to anyone arising out of this Agreement or the use of Services, products, materials or documentation.
- E.9. Contractor is not liable for any loss, destruction or damage to the State's application programs ~~and data files unless due solely to the fault of Contractor and then only to the extent of restoring~~ the lost, destroyed or damaged programs and data files, provided that such restoration can be reasonably performed by Contractor. The State shall furnish Contractor with all information necessary for such restoration.
- E.10. For all claims arising under this Agreement that are not covered by a service credit as set forth in Appendix A, the State's exclusive remedy and Contractor's entire liability in contract, tort, negligence or otherwise arising out of or in any way connected with Services hereunder is the payment by Contractor of actual damages not to exceed the actual charges paid by the State to Contractor for the period that such Services caused the actual damage. For any claims arising under this Agreement that are covered by a service credit set forth in Appendix A, such service credit shall constitute the State's sole and exclusive remedy and Contractor's entire liability.
- E.11. Notwithstanding anything in this section to the contrary, any provision or provisions of this section will not apply to the extent it is determined by a court of competent jurisdiction, including appellate review if pursued, to violate the law or constitution of the State of Tennessee.
- E.12. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE NOT SPECIFIED HEREIN RESPECTING THIS AGREEMENT OR THE SERVICES, PRODUCTS, MATERIALS AND DOCUMENTATION PROVIDED. CONTRACTOR DOES NOT WARRANT THAT THE USE OF THE SOFTWARE PRODUCTS WILL BE UNINTERRUPTED OR THAT THE SOFTWARE PRODUCTS ARE ERROR-FREE.**
- E.13. Any Reseller or third party receiving the State's orders for service hereunder or providing any service for Contractor hereunder is not a partner, agent, employee or franchise of Contractor and has no authority to bind Contractor or to assume or create any obligations express or implied on behalf of Contractor or in Contractor's name. Contractor and the State are not partners, agents, employees or franchisees of each other.
- E.14. Contractor Confidential Information and Contractor Software. Contractor warrants to the State that it has the right to disclose all confidential information it discloses to the State under the obligations of confidentiality as set forth herein. The State agrees to retain in confidence and not disclose to others any information, whether or not in written form, of Contractor, including, but not limited to, trade secrets, marketing materials, data compilations, business plans, user data and technical information, which is designated as confidential by Contractor at the time it is disclosed to the State or which the State otherwise knows is confidential ("Contractor Confidential Information"). The State agrees that all Contractor Confidential Information will remain the exclusive property of Contractor and that during the term of this Contract and for three (3) years from its expiration or termination: (i) it will maintain, and will use prudent methods to cause its employees and agents to maintain, the confidentiality and secrecy of the Contractor Confidential Information; (ii) it will use prudent methods to see that it and its employees and agents do not, copy, publish, disclose to others or use (other than pursuant to the terms hereof) the Contractor Confidential Information; (iii) it will return or destroy all copies of Contractor Confidential Information upon request of Contractor; and (iv) it will not use the Contractor Confidential Information for any purpose other than as permitted in this Contract. It is further agreed that the terms and conditions of this Contract are confidential, provided that the existence of this Contract and descriptions of the Services hereunder may be disclosed in press releases and other marketing collateral.

Notwithstanding the foregoing, Contractor Confidential Information will not include any information to the extent it (i) is or becomes a part of the public domain through no act or omission on the part of the State; (ii) is disclosed to third parties by the Contractor without restriction on such third parties; (iii) is in the State's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Contract; (iv) is disclosed to the State by a third party having no obligation



of confidentiality with respect thereto; (v) is independently developed by the State without reference to or use of the Contractor's Confidential Information; or (vi) is released from confidential treatment by written consent of the Contractor. The State may disclose the Contractor's Confidential Information to the extent required to be disclosed by a court or governmental agency pursuant to a statute, regulation or valid order; provided that the State first notifies the Contractor and gives the Contractor the opportunity to seek a protective order or to contest such required disclosure.

The State shall have no obligation to treat as confidential any information that was in the State's possession without binder of secrecy prior to receipt from the Contractor, is independently developed by the State or is or becomes public knowledge independent of any act by the State.

All software and related documentation (a) owned or licensed by Contractor prior to the Effective Date ~~which is necessary to or used in connection with the Services or (b) which Bull Services~~ acquires ownership of or license rights in after the Effective Date and which are necessary to or used in connection with the Services (collectively the "Contractor Software" or "Bull Software") shall be and shall remain the exclusive property of Bull, and the State shall have no rights or interests in the Bull Software except as may be expressly provided in this Contract.

As part of the Services, Contractor shall:

- (a) use the Bull Software as identified in Appendix A as being supplied by Bull and such other system software as the State and Bull may agree from time to time (collectively, the "Bull Software"); and
- (b) make available the Bull Software to the State for its use on the Bull computer systems as identified in Appendix A Sections #2(A)(2) (collectively the "Bull System"), as they may be modified by an approved RFC, provided that such right to use by the State shall be limited to such use as is necessary to make effective use of the Services. The State further agrees that Bull Software is confidential information, which shall be treated in accordance with this Section E.15 of this Contract.

**IN WITNESS WHEREOF:**

**BULL HN INFORMATION SYSTEMS INC.**

---

**CONTRACTOR SIGNATURE**

**DATE**

**Jonathan J. Burbank, President,**

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

---

**DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT:**

---

**JAMES G. NEELY, COMMISSIONER**

**DATE**

**APPROVED:**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

---

**M.D. Goetz, Jr., Commissioner**

**Date**

**COMPTROLLER OF THE TREASURY:**

---

**John G. Morgan, Comptroller of the Treasury**

**Date**

## **Appendix A**

### **Statement of Work (“SOW”)**

#### **1. Services**

A. The Services to be supplied by Bull consist of the following:

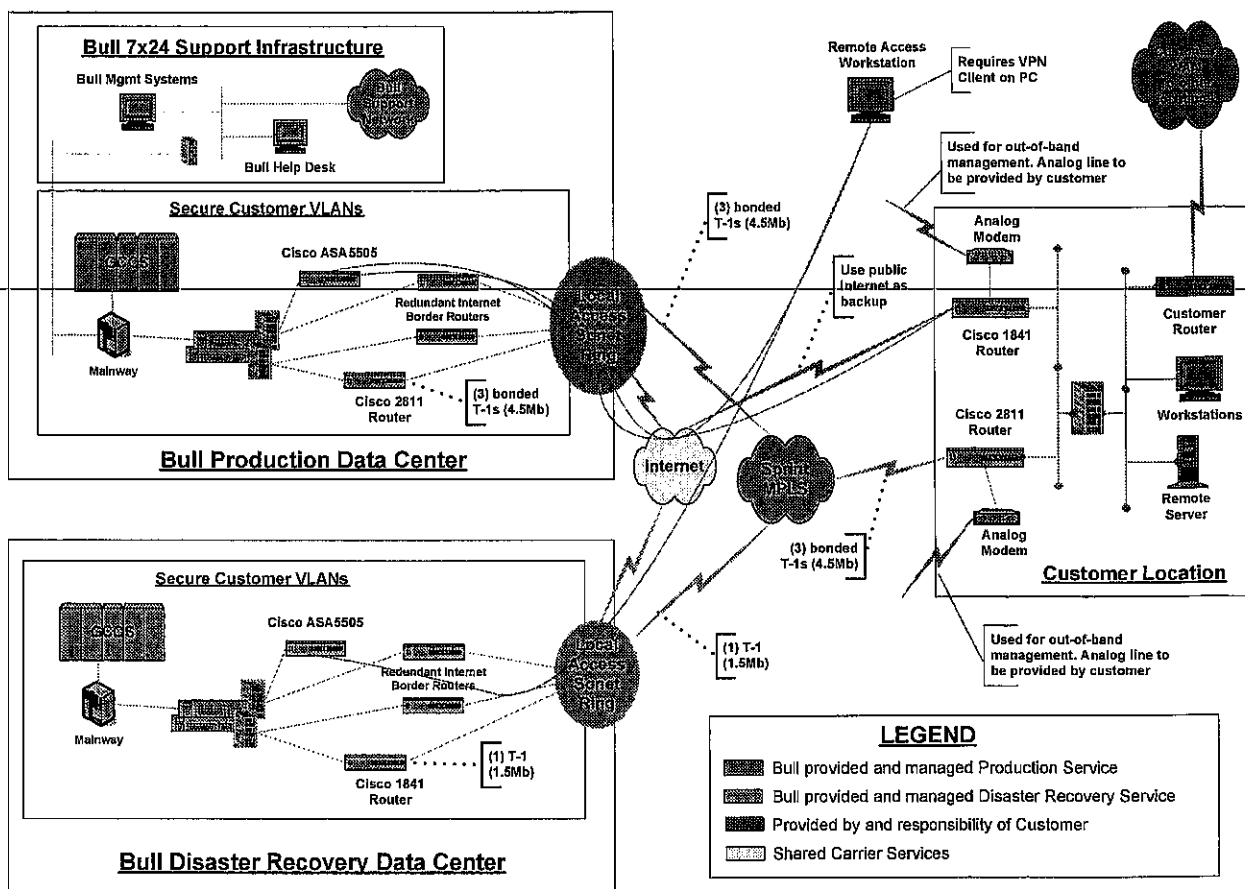
- (1) Remote Hosting Services
  - (2) Disaster Recovery Services
  - (3) Remote Technical Support
- 

#### **2. Remote Hosting Services**

A. Bull shall make available the following:

- (1) Phase 1 - Transition Management
  - a) Bull will provide overall project management for the migration of the State’s GCOS 8 workload to a Bull Data Center.
  - b) Bull will provide technical, networking and communications support for the installation of the dedicated communications environment.
  - c) Bull may implement software that Bull determines is needed to facilitate the transition of the State’s GCOS 8 workload to a dedicated GOS environment.
  - d) Bull will provide resources if required to help convert current JCLs to conform to dedicated GOS environment requirements and standards in the Bull Data Center.
  - e) Bull will provide a communications environment within the Bull Data Center that separates the State’s communications infrastructure from any other Bull customer. Bull and the State’s responsibilities for the communications environment are depicted in the following diagram.

## Bull Managed Service for State of Tennessee



Bull will provide:

- Network monitoring and repair of its network services 7 x 24 through its automated Bull Network Management Center. Bull will supply to the State general network availability metrics for segments of the network under the direct responsibility of Bull.
- Project management for the implementation of the State's network services at the Bull Data Centers.
- Implementation software that is necessary to facilitate the Services provided by Bull, where such software is part of the Bull Provided Software set forth in Attachment 4 attached to this SOW.
- Installation and configuration for the implementation of the State network solution provided by Bull as depicted in the above diagram at the Bull Data Center, provided, however, that installation at the State remote location will be provided by the State with the remote assistance from Bull.
- Network infrastructure to segregate the State from other Bull customers while allowing limited access to the State GCOS systems at the Bull Data Centers.
- Internet access at the Bull Data Centers allowing remote client VPN access to the State systems.

- A Bull 7x24 fully managed Cisco 2811 router at the Bull Production Data Center. This router will be used to terminate three (3) T-1 MPLS ports provided by Bull. The router will be configured so that the three (3) T-1s will be bonded to provide a 4.5Mb connection between the remote State location and the Bull Production Data Center.
  - A Cisco ASA5505 VPN device at the Bull Production Data Center allowing up to twenty-five (25) named remote users secure access via the Internet to the State's applications on a monthly basis. This ASA device will also be used to terminate the backup secure VPN tunnel via the public Internet. This tunnel will be used to provide connectivity between the State location and the Bull Production Data Center, should the MPLS service be unavailable.
- 
- A Bull 7x24 fully managed Cisco 2811 router at the State location. This router will be used to terminate three (3) T-1 MPLS ports provided by Bull. The router will be configured so that the three (3) T-1s will be bonded to provide a 4.5Mb connection between the remote State location and the Bull Production Data Center. The router will have a Bull provided modem attached to the console port on the router to be used for out-of-band management. The State will provide a dedicated analog line to be attached to the Bull provided router.
  - A Bull 7x24 fully managed Cisco 1841 router at the State location. This router will be used to terminate a secure VPN tunnel on that will provide backup connectivity via the public Internet should the dedicated MPLS connection be unavailable. The Internet access at the State's location will be provided by the State. The router will have a Bull provided modem attached to the console port on the router to be used for out-of-band management. The State will provide a dedicated analog line to be attached to the Bull provided router.
  - A Bull 7x24 fully managed Cisco 1841 router at the Bull Disaster Recovery Data Center. This router will be used to terminate a T-1 MPLS port on provided by Bull. The router will be configured to provide a T-1 connection between the remote State location and the Bull Disaster Recovery Data Center.
  - Bull will create a VPN tunnel from the Bull Disaster Recovery Data Center to the State location for access to the ICON system.
  - A Cisco ASA5505 VPN device at the Bull Disaster Recovery Data Center allowing up to twenty-five (25) named remote users secure access via the Internet to the State's applications on a monthly basis.
  - Bull will assign public Internet IP addresses to the devices managed by Bull in the Bull Data Centers. The State will provide Bull a public Internet routeable IP address for any device managed by Bull at a State location.
  - Bull will provide redundant core switches and will use VLANs and firewalls to logically segregate the State's network environment from other Bull customers at the Bull Data Centers.

#### Limitations:

- Bull is responsible for only the network infrastructure it supplies.

- Bull may at any time change its Internet Service Provider (ISP) as may be necessary for Bull to supply the services in the most appropriate manner and/or to best address the State's then current workload requirements. The State will be given advance written notice of any changes, which would affect its processing. An RFC will be processed if such changes result in increased Managed Hosting Service Fees.
- Bull is not responsible or otherwise liable for and makes no representation or warranty in connection with the adequacy of the three (3) T-1 devices.

(2) Phase 2 - Operations:

- Bull will supply the Bull Operating System Software required to provide the Remote Hosting Services.
- Bull will provide the following initial configuration (the "Bull System")

Qty	Description
1	Access to a dedicated Guest Operating System (GOS) on a shared DPS9000/758-2
400GB	Disk space dedicated for the State's volsets
8	Cartridge tape transports COMP18 (Shared Environment)
8	Eagle COMP36 tape transports (Shared Environment) - Owned by the State
1	DataBase Server Processor (DBSP)

- Bull will provide computer operation functions twenty-four (24) hours a day, three hundred and sixty five (365) days a year including tape mounts/dismounts and periodic saves.
- Bull will provide off-site tape storage and rotation.
- Bull will provide a Help Desk function which will be accessible to designated personnel of the State twenty-four (24) hours a day, three hundred and sixty-five (365) days a year. Once calls are qualified, they shall be routed to the appropriate support personnel. Notification is provided to the State regarding progress on resolution, and final outcome.
- Bull will provide up to eight (8) hours of remote technical support per month.
- Bull will provide an individual, acceptable to the State, to act as account manager. The account manager will be the primary contact between Bull and the State for questions, problem identification and resolution, and billing issues.
- Bull will provide the software described in Attachment 4 (the "Bull Provided Software"). The extent to which the Bull Provided Software will be supported by Bull as part of this Agreement shall be Full Support, Limited Support or No Support. The level of software support for the Bull Provided Software in effect as of the Effective Date of this Agreement is set forth in Attachment 4. Bull shall have the right to change the level of software support for the applicable Bull Provided Software effective upon written notice to the State. For purposes of this SOW, the following definitions shall apply:
  - Full Support – Bull shall use reasonable efforts to provide software that conforms to its published specifications through problem research, engineering support through the opening and processing

of System Technical Action Requests ("STARs"), the development and application of temporary fixes and/or emergency bypasses as well as searching and making available the results of any known problem files and for those items of Bull Provided Software that are designated as owned by a third party, then all of the foregoing is subject to the extent any support is available from such third party.

(b) Limited Support – Bull shall use reasonable efforts to provide software that conforms to its published specifications through the application of previously developed temporary fixes and/or emergency bypasses and making available the results of known problem files, if any.

(c) No Support – No support is provided at all.

B. Other

- 1) If the migration cannot be completed within a reasonable time due to technical problems or it is determined that the mutually agreed upon date for the start of Phase 2 - Operations cannot be met, then Bull shall have the right, but not the obligation to cancel this Contract without any further obligation or liability to the State and the State shall pay nothing.
- 2) The network and remote printing environment is intended to support the State's GCOS 8 processing requirements as of the Effective Date of this Contract. Any changes in State requirements after the Effective Date or any configuration changes after commencement of Phase 2 - Operations shall be considered outside the scope of this Contract.
- 3) All equipment furnished by Bull to the State under this Contract, remains the property of Bull and shall be returned to Bull upon termination of this Contract.
- 4) Bull may at any time change the Bull System to provide the most efficient operating environment for the State and/or to best match the State's then current workload requirements. The State will be given advance notice of any changes which would affect its processing.
- 5) The State acknowledges that Bull shall have the right, during the Term of this Contract, to move the location of the Bull Data Center from where some or all of the Services defined in a SOW are performed (including those Services described in Sections 1, 2 or 3 of this SOW) and where some or all of the Bull provided hardware, Bull Software, State Software and/or State Hardware used to perform such Services are located, to the extent Bull determines, in its sole discretion, that such a move would enable Bull to deliver the Services in a more cost effective or efficient manner. Any such move shall not materially disrupt, inhibit or lessen the Services or quality and level of such Services provided to the State by Bull, provided that (a) the State acknowledges and agrees that there shall be a mutually agreed upon, coordinated outage of Service and (b) the State shall provide reasonable assistance and cooperation to Bull in connection with any relocation or change described above.
- 6) Bull may at any time change its Internet Service Provider (ISP) as may be necessary for Bull to supply the Services in the most appropriate manner and/or to best address the State's then current workload requirements. The State will be given advance written notice of any changes, which would affect its processing.

An RFC will be processed if such changes result in increased Managed Hosting Service Fees.

- 7) The Backup Recovery Services Agreement Number FA-06-16479-00 between Bull and the State effective August 1, 2005 (the "Backup Recovery Services Agreement") shall terminate upon the start of Phase 2 – Operations in so far as Section 3 of this SOW provides Disaster Recovery Services as part of this Contract. By entering into this Agreement, The State agrees to an extension of the term of the Backup Recovery Services Agreement from August 1, 2008 through the start of Phase 2 Operations (the "Extended Period") and shall issue a purchase order to Bull covering such Extended Period at the rates set forth in the Backup Recovery Services Agreement contemporaneous with execution of this Agreement.
- 8) Contract No. 4036634 having an effective date of March 1, 2008 between Bull and the State and covering the licensing of the SR6 and related Software, as amended (the "License Agreement") shall terminate upon the start of Phase 2 – Operations in so far as a continued productive use license shall not be required by the State once Phase 2 – Operations commences under this Agreement, provided that there shall be no period of time during which the State shall be relieved of paying Bull for a productive use license for the SR6 and related Software under the License Agreement and the date upon which the State is obligated to pay the Monthly Managed Hosting Fee that includes the right for the State to use the Bull Provided Software under this Agreement.
- 9) The State shall provide Bull with written notice of termination of the Agreement Number 4030441 between Bull and the State effective January 3, 2004 under which Bull provides equipment maintenance and software support for certain Bull mainframe equipment and software (the "Maintenance Agreement") such that the Maintenance Agreement shall terminate upon the start of Phase 2 – Operations in so far as such equipment maintenance and software support shall not be required based on the Services that Bull shall provide under this SOW.
- 10) Bull will be responsible for shipment from the State to Bull of eight (8) Eagle COMP36 tape drives to be used by Bull in support of the State's workload, where the State acknowledges and agrees that Bull may use such drives to provide the Services during the Term of this Agreement. (\*)
- 11) Bull will be responsible for shipment from the State to the Contractor of one Database Server Processor (DBSP) to be used by Bull in support of the State's workload, where the State acknowledges and agrees that Bull may use such DBSP to provide the Services during the Term of this Agreement. (\*)  
  
(\*) The State will retain ownership of this hardware and Bull will provide maintenance and support. The cost for transfer service associated with this hardware to Bull will be invoiced to the State.

#### C. State Responsibilities

The State is responsible for:

- 1) Providing on-site personnel at each State location to assist Contractor with the implementation and support of the WAN service and the routers provided by Contractor.
- 2) The installation of the VPN clients on all State workstations. The State will be responsible for the support of the remote workstations.



- 3) Provisioning and associated charges for the analog lines at each of the remote locations.
- 4) Providing any internal wiring required at the State facility to install circuits between the State's site and the Bull Data Center.
- 5) Internet Access of remote workstations.
- 6) Internet Access at each State location.
- 7) Providing the third party software products and maintain vendor support contracts for the software products listed in Attachment 1, which software products shall be considered "State Software", as defined below, and providing ~~the hardware listed in Attachment 2, which hardware products shall be~~ considered "State Hardware", as defined below.
- 8) The cost of any tape transfer services including the initial move of the State's Tape Library to the Bull Data Center. (The cost for such transfer services of the Tape Library to Bull will be invoiced to the State.)
- 9) Operation of its GCOS 8 system, in parallel with the Bull System, for up to thirty (30) days before Phase 2 - Operations. Phase 2 - Operations shall commence at the earlier of the end of this thirty (30) day test period or when the State notifies Bull that the State's testing is completed.
- 10) Print processing and output distribution.
- 11) The State's application programs, synchronization of program changes, database file contents, database administration and Transaction Processing (TP) administration.
- 12) The State's Help Desk taking the first call for end user issues and dispatch unresolved calls to Bull's Customer Support Center.
- 13) The State shall designate no more than two individuals as its representatives, at least one of whom shall be available to Contractor during Regular Business Hours to coordinate activities hereunder. For the purpose of this Section, "Regular Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time, Monday through Friday, excluding all Contractor holidays. The State shall also provide Bull a single point of contact for coordination of all technical and operation matters.
- 14) Providing reasonable access to the State's key personnel during the term of the Contract.
- 15) Obtaining the necessary rights and maintenance for Contractor to have access to all third party software products for use in supporting the State's workload.
- 16) Providing reasonable facility support, protection, and security for equipment provided by Contractor at the State's site, and reasonable access to such equipment all at no cost to Contractor.
- 17) The State shall be solely responsible for the security, completeness, accuracy, reliability, compatibility and timely delivery of its data, files and programs and all results to be obtained therefrom. Further, the State shall implement such other reasonable security measures as may be recommended by Contractor to provide security for the State's data and files.
- 18) The State agrees to take all reasonable and necessary steps to see that each of its users who access the Bull System does so only in accordance with the terms and conditions of

this Contract and Bull security requirements and refrains from any activity which may interfere with, disrupt or damage the Services or the Bull System.

Only State employees or State subcontractors may use the Services described in Appendix A. The State agrees that it is solely responsible for such persons and for instructing them in the obligations of the State under this Contract in connection therewith.

- 19) The State represents and warrants to Contractor, with respect to all software used by the State in connection with this Contract, which is not Bull supplied software and which either operates on or communicates with the Bull System (the "State Software"), that ~~the State, either owns or has the right to (a) use the State Software on the Bull System~~ and (b) permit Contractor to use State Software on the Bull System, all for the purposes of this Contract. The State further represents and warrants to Contractor, with respect to any hardware that is to be furnished by the State to Contractor, including, without limitation, the hardware identified in Attachment 2 to this Appendix A (collectively, the "State Hardware"), that the State either owns or has the right to (a) use the State Hardware and (b) permit Contractor to use the State Hardware, all for the purposes of this Contract. It is agreed that Contractor has no obligation to supply or maintain any State Software or State Hardware.
- 20) The State represents and warrants that no data, files, code or programs owned by the State and furnished by the State to Contractor in connection with this Contract shall contain any viruses, code or other programming that is designed to corrupt, damage or otherwise adversely affect computer programs, data, hardware, or Bull Software.
- 21) The State grants Contractor the right to operate the State Software on the Bull System for all purposes consistent with the furnishing of the related Services.
- 22) The State shall comply with any and all security rules and regulations while in Bull facilities.

#### D. Joint Responsibilities

- Bull and the State will mutually agree to IP addressing to be used within the Data Centers and at the State location.
- Bull and the State will work together to resolve any service problems associated with the implementation and operations of the end to end VPN service.
- Bull and the State will work together to resolve any remote workstation access problems using the VPN client via the Internet.
- Bull and the State will mutually agree to processes and procedures associated with service problems involving the router at the remote location.
- Bull and the State will work together to resolve any connectivity issues between the State desktops and the Bull Data Center.

#### E. Service Level Agreement

Contractor provides a service level agreements (SLA) of 99.0% availability for the Bull System.

If Contractor fails to meet the overall System Availability requirement of 99.0% in any calendar month for the Bull System, a service credit shall become due in an amount equal to one percent (1.0%) of that month's monthly managed hosting service fee for each full percentage point that System Availability is below 99.0%. A "Service Credit" in this amount shall appear on the next month's invoice to the State.

Overall "System Availability" is defined and calculated as follows:

$$\left[ \frac{(A - B) - C}{(A - B)} * 100 \right]$$

where:

"A" equals the total available hours;

"B" equals the maintenance time including:

- Preventive Maintenance and other normal scheduled maintenance hours
- Any approved special maintenance hours
- The total period of time between Contractor's originally requested time for Emergency Maintenance and the scheduled start time granted by the State

"C" equals the Downtime.

"Downtime" shall be the duration of any period of time during which the Bull System is not providing computing services because of a failure of the VPN (Internet) from the Contractor demarcation ("Network Access") to the Bull System, or a failure of the Operating System software, the central processing unit or other critical system hardware, or more than fifty percent (50%) of any one of the following:

- i. Network Access,
- ii. Disk subsystem or
- iii. Central processing unit processing capacity, provided that such period is not Preventive Maintenance (scheduled downtime) nor is it primarily caused by or under the control of the State or by any failure by the State's Internet Services Provider.

If it cannot be determined that Downtime affecting System Availability was caused by or was under the control of either party, then the occurrence will be logged as "under investigation, cause not determined." The occurrence will be documented, but not considered downtime. If there is an occurrence of the same type of failure within the following ninety (90) days, and it is then determined that Contractor is the responsible party, the appropriate service credit(s) will be issued for all previous failures of the same type occurring during the previous ninety (90) day period. This service credit will be issued in the same month that the cause of the problem was identified. If the failure is determined to be caused by or under the control of the State, the failure, and all failures of the same type during the preceding ninety (90) day period will be logged as "closed," and the cause of the failure will be specified and recorded. Contractor shall continue to maintain complete and comprehensive records of the unclassifiable problems, and report them in accordance with the terms in force.

"Preventive Maintenance" is defined as those activities performed by Contractor that are necessary or desirable for the continuous provision of overall System

Availability, including but not limited to, those activities that require the temporary cessation of Service. Preventive Maintenance may be planned and performed from time to time by Contractor. Contractor agrees to provide the State annually with a preventive maintenance schedule for the next calendar year within thirty (30) days after receiving from the State a fiscal calendar showing closing periods.

**“Emergency Maintenance”** is defined as any maintenance activities performed by Contractor after consulting with the State, upon Contractor becoming aware of the likelihood that system degradation may result in an imminent further degradation of service and/or total cessation of service. Emergency Maintenance activities shall be performed prior to or during the occurrence of such a degradation, and shall include such actions that are reasonable and necessary to prevent a further degradation and/or total cessation of service, and to restore service with the least possible impact to end users. Emergency Maintenance activities are those that cannot reasonably be deferred until the next scheduled maintenance period without incurring an unacceptable risk of a further degradation of service and/or a total cessation of service. Once Contractor notifies the State of the need for an Emergency Maintenance period no service credits for System Availability will apply for the period of time between being notified and the time when the Emergency Maintenance period actually begins.

### 3. **Disaster Recovery Services**

- A. If the Bull System is expected to be unavailable for use for more than forty eight (48) continuous hours for reasons not caused by nor under the control of the State, then if the State affirmatively certifies in writing to Bull that a disaster situation exists for State, then Bull shall utilize a disaster recovery system with an initial configuration equivalent to that set forth in Appendix A, Section 2(A)(2)(b) (the “Disaster Recovery System Configuration”) located at a designated Bull Disaster Recovery Data Center to provide Disaster Recovery Services to the State, unless the State decides not to use such Services. Bull may make changes to the Disaster Recovery System Configuration (additions, replacements, modifications). Such equipment changes by Bull will provide equal or greater functionality. Bull shall notify the State of all changes to the Disaster Recovery System Configuration and shall provide the State with a reasonable amount of Testing Use time if any such change would significantly affect the State's backup recovery procedures and operation.
- B. The State acknowledges and agrees that while the Bull Disaster Recovery Data Center shall not be in the same facility as the Bull Remote Hosting Data Center, the Bull Disaster Recovery Data Center may be in the same geographic region as the Bull Remote Hosting Data Center.
- C. Bull shall provide a Database Server Processor (DBSP) at the Bull Disaster Recovery Data Center as part of the Disaster Recovery System Configuration.
- D. The State agrees to cooperate with Bull in the event of a disaster, to assist in the relocation of the State's workload processing to the Disaster Recover Facility and in the relocation back to the Bull Remote Hosting Data Center.
- E. In order to familiarize the State with the operation of its programs on the Disaster Recovery System configuration and to facilitate the State's development and testing of backup recovery procedures, Bull shall make available to the State at no additional charge up to 96 continuous hours of Testing Use time during each 12 month period of this Contract commencing on the Effective Date. In the event of an actual Disaster declared by the State,

if and to the extent the State needs to re-locate any equipment, such as a printer, to the Bull's Disaster Recovery Facility, Bull will cooperate with the State and define a mutually acceptable Request for Change to set forth the terms, conditions and charges, if any, associated with the set up, installation and operation of such equipment, which equipment would be relocated at the State's sole cost and expense.

- F. This Agreement does not provide nor is it intended to provide to the State a guarantee of immediate access or exclusive or uninterrupted use of the Bull Disaster Recovery facilities. The State acknowledges that Bull offers Disaster Recovery Services to other customers/prospects and that a potential scheduling conflict for Disaster Recovery Use of Bull's Disaster Recovery facility could arise. In the event of such an occurrence, Bull will negotiate with the State and any other involved party to arrange an equitable scheduling of use time.
-

# Appendix B

## Request for Change Form



<b>Requestor:</b>	<b>Client:</b>	<b>Submitted:</b>
<b>Phone:</b>	<b>Fax:</b>	<b>Email:</b>
<b>Description of Change (attach any supporting documentation):</b>		
<b>Reason for Change:</b>		
<b>Requested Evaluation Date:</b>		<b>Requested Completion Date:</b>
<b>Priority (check one):</b> <input type="checkbox"/> 1= Urgent <input type="checkbox"/> 2= High <input type="checkbox"/> 3= Medium <input type="checkbox"/> 4= Low	<b>Impact (check one):</b> <input type="checkbox"/> 1= Top <input type="checkbox"/> 2= High <input type="checkbox"/> 3= Medium <input type="checkbox"/> 4= Low	
FOLLOWING TO BE COMPLETED BY Bull Service		<b>Log Number:</b>
<b>Evaluation (include assessment of affected systems and components):</b>		
<b>Deliverables:</b>		
<b>Expected Start</b>	<b>Expected Completion Date:</b>	
<b>Evaluator:</b>	<b>Date:</b>	
<b>Summary of Charges:</b>		
<b>Billable to Cap: YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/>	<b>If Billable, \$ /hour</b>	<b>Charge Number:</b>

### Final Approval

<b>Bull Services Approval/Date:</b>
<b>Client Approval/Date (person authorized for expenditure of funds):</b>
<b>Purchase Order Number (REQUIRED if request is direct billable):</b>

### After Action Review:

<b>Actual Change Date:</b>	<b>Completion: Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
<b>Change Results (if partial explain or if not completed list reason):</b>	

## Attachment 1

### State Provided Third Party Software:

Software
Louis
Sourcer

---

## Attachment 2

### State Provided Hardware:

Quantity	Description
1	DBSP and channels
8	Cartridge Tape drive (Eagle) Comp 36

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Attestation Regarding Prohibition on Use of Illegal Immigrants

[State to supply its form attestation]

**ATTESTATION RE PERSONNEL USED IN CONTRACT  
PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	

**The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.**

---

**CONTRACTOR SIGNATURE**

NOTICE: This attestation **MUST** be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

---

**PRINTED NAME AND TITLE OF SIGNATORY**

---

**DATE OF ATTESTATION**

## Attachment 4

### Bull Provided Software

GCOS 8 SOFTWARE LIST			
	<u>Item #</u>	<u>Description</u>	<u>Class 1 - Full Support</u>
	EXSC201-M000	DPS9000/TA SW PRODUCT SET	Y
	EXSC201-0000	GCOS8 SR6.1BASE SYSTEM	Y
	EXSC202-0000	GCOS8 SR6.1 EXECUTIVE	Y
	EXSC203-0000	GCOS8 SR6.1 SYSTEM ADMIN TOOLS	Y
	EXSC204-0000	GCOS8 SR6.1 TSS COMP FACILITY	Y
	EXSC205-0000	GCOS8 SR6.1 P* COPYRIGHT CD-ROM	Y
	EXSC206-0000	GCOS8 SR6.1 SUP SAVE TAPE	Y
	CLGC201-0000	C COMPILER & RUNTIME	Y
	COBC201-0000	COBOL 74/85 COMPILER & RUNTIME	Y
	FORC201-0000	FORTRAN 77/ESV COMPILER & RUNTIME	Y
	DBDC201-0000	IDS-II COMPREHENSIVE FACILITY	Y
	DBDC203-0000	DBSP-OA CLIENT MODE ACCESS	Y
	CNSC201-0000	G8 BASIC COMM FACILITY	Y
	UTSC201-0000	COMPREHENSIVE SYSTEM UTILITIES	Y
	UTSC208-0000	FAS	Y
	UTSC212-0000	TMS8	Y
	TPDC201-0000	TP8 COMPREHENSIVE FACILITY	Y
	DISC202-0000	DPF8-DS	Y
	DVSC008-VS90	MONO SYSTEM LIC VS90000-E008	Y
	UTSC217-0000	DATA MANAGEMENT AND MIGRATION	Y
	UTSC261-0000	PARK SOFTWARE SET FOR SR6.1	Y
	CNHR102-2000	DNS-E V3 BASE 8 OSI/DSA COM	Y
	CNHR104-2000	DNS-E V3 X .25 PRIV/PUB NET SUPPORT	Y
	CNHR108-2000	DNS-E V3 BSC 3270 SUPPORT	Y
	CNHR109-2000	DNS-E V3 BSC 3270/3780 SUPPORT	Y
	CNHR111-2000	DNS-E V3 SNA3270/PU2.0 SUPPORT	Y
	CNHR119-2000	DNS-E V3 PUS EMUL DSA/SNA GATEWAY	Y
	CNHR121-2000	DNS-E V3 IBM TER ACC>BULL APPL	Y
	CNHR124-2000	DNS-E V3 TER ACCESS DSA TO SNA	Y
	CNHR125-B000	DNS-E V3 TELNTET SER - DSA/SNA	Y
	CNHR130-B000	DNS-E TELNET CLIENT	Y
	EXSU271-LA0H	EXTENSIONS PACK FOR LINUX	Y
	EXSU284-LA0H	RED HAT ENT. FOR ITANIUM 2	Y

## Attachment 1 Justification

May 22, 2008

### **MEMORANDUM**

TO: Melvin O'Neal,  
Fiscal Services

FROM: Tyrone Sullivan,  
Director, Mainframe Operations

SUBJECT: Request Number 337.10-628-09 for Non-Competitive Vendor  
Services

Our Department requests approval for the provision of sole source services. These services are to host our existing Bull hardware and operating system software. This Department has been using BULL (formerly known as Honeywell and Honeywell/BULL) hardware, software and services since 1977 when acquired by competitive bid.

There are several compelling reasons why the State should use non-competitive negotiation rather than a competitive process:

The first reason is that Bull HN Information Systems, Inc. (Bull) is the sole source provider in the United States (exclusive of Federal Government agencies, Alaska, Hawaii, and the United States Territory of Guam through Bull's distributor, DigitalNet Government Solutions, LLC.) of the DPS 9000/TA22S equipment ("Equipment") and the GCOS 8 operating system software for the DPS 9000/TA22S.

Bull HN Information Systems does not distribute maintenance or software through dealerships or re-sellers.

The second reason is that our current mainframe production environment consists of thousands of COBOL application programs and/or JCL (Job Control Language)

job streams. All of these production applications are tuned for running in a Bull GCOS operating environment. If we were to move to another hardware environment, such as IBM, we would be required to modify all of the COBOL programs, databases and job streams. With Bull as the host, no changes to our COBOL production environment will be necessary.

The Office of Information Resources (OIR) attempted to migrate our department from Bull to IBM several years ago at a cost of \$8 million to our agency. The migration project lasted for about five years without completion before it was deemed too costly and no longer feasible. Rather than embarking on another expensive migration project, in our agency's Information Systems Plan, we have proposed a study of our operating environment to determine the best and most feasible course of action to meet our future information processing needs.

In the meantime, components of our existing mainframe are aging and upgrades to meet current demands are no longer available unless other items are upgraded as well. Our current DPS9000/TA22S was installed in January of 2003 and it has reached its end-of-life by industry standards. By remote hosting, we can avoid a capital expenditure of a minimum of \$718,000 for a replacement mainframe and a reduction in the number of contractual agreements required for on-going monthly support of the Bull system. We have projected that our agency will save an estimated \$1.7 million by allowing Bull to remote host our mainframe operation.

Another reason is that OIR has proposed dual data centers for the future of the State's Data Center environment. Relocation of the Bull mainframe operation from the Data Center to Phoenix will help simplify OIR's ability to plan for the migration of existing equipment into the dual data centers.

Hopefully, with consideration of the above-mentioned reasons, there is ample justification to approve a non-competitive contract.

Thank you for your attention to this matter.

Its



May 21, 2008

Mr. Tyrone Sullivan  
Director of Mainframe Operations

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State of Tennessee  
Department of Labor and Workforce Development  
220 French Landing Drive  
Nashville, TN 37243

Re: Remote Hosting Services – Sole Source Justification

Dear Tyrone:

As requested, this letter is to confirm that Bull HN Information Systems Inc. ("Bull") is the sole source provider in the United States of remote hosting services involving the GCOS 8 Operating System Software Release 6 (GCOS 8 SR6). GCOS 8 SR6, the operating system on the platform described in Bull's recent remote hosting services proposal to the State of Tennessee is a proprietary operating system developed and maintained by Bull and no other entity is authorized to provide remote hosting services using GCOS 8 SR6 in support of customers in the U.S. other than through Bull.

If you have a question, please contact me at (978) 294-3015.

Sincerely,

A handwritten signature in cursive script, reading "Linda L. Gross".

Linda L. Gross  
Manager, Outsourcing Sales

cc: Melvin O'Neal

## Response to questions from the IT-ABC regarding GCOS8 Remote Hosting Project

### 1) What analysis was done to determine Remote Hosting was the best solution:

We have explored 3 options to manage our data solutions to the mainframe concerns we face; (1) Expanded Disk Storage, (2) Media Server, and (3) Remote Hosting. We have decided upon remote hosting as the best option for the State of Tennessee, due to the age of our mainframe and the manufacturer's phase-out of support for the 3480 / 4490 StorageTek (STK) cartridge tapes, the coming expense associated with the need for mainframe and aging peripheral replacement, and future considerations to migrate off of the legacy GCOS operating system. STK standard cartridge tape drives are no longer supported by the manufacturer as of 2007 calendar year-end.

Remote Hosting will have the least overall impact for our business continuity or quality of service, including the cost avoidance of mainframe replacement and the continuance of STK 3480/4490 cartridge use - uninterrupted. Reduce the number of contracts from 8 to 2 will also save on administrative overhead.

An overview of our analysis is as follows:

Consideration	Expanded Disk Storage	Media Server	Remote Hosting
Plan for loss of support on 18-track cartridges?	Migrate to 36-track Eagles	Migrate to higher density tapes	No Required Migration
Cost increase to DR fees and configuration?	Yes, add disk space to config.	Yes, add M.S. costs to config.	No – DR is included in contract
Dual site friendly ? (OIR Data Center)	No – have a single Host	Yes – have a redundant library	Yes, OIR concerns eliminated
Reduce cartridge volume (6,600 currently in library)?	Yes, Eagle cartridge has est. 50:1 higher density	Yes, data stacked to higher density tape	Yes, as a contract inclusion
Reduce daily trips for Iron Mountain storage?	No	No	Yes, part of Remote Hosting
Increase in efficiencies of operation?	Yes, greater throughput to/from disk	Yes, better tape utilization	Yes, better tape utilization
Increased batch window processing?	Yes	Yes	Yes
Facilitate a migration away from GCOS?	No	Yes	No
Requires COBOL code changes?	No	No	No
Per cartridge increase in costs?	Yes, uses 36-track Eagles	Yes, uses higher density tape	No, tape is part of contract
Requires JCL changes?	Yes	No	No
Reduces staff ?	No	No	Yes, 9 full-time to 6 full-time in Bull Operations in Data Center
Reduction in monthly OIR billing costs?	No	No, may increase	Yes, with OIR accord
Cost effective strategy being employed?	Cost avoid MS & buy fewer 36-trk Eagles	Optimize use of higher density tape	Reduce OIR bills & avoid tape buys

Require cartridge 18-to-36 track conversion?	Yes, by attrition	Yes, by attrition	No, 18-trk supported
Reduce number of contracts, licensing, and renewals?	No, will increase monthly disk maint	No, will increase monthly MS maint	Yes, will become single fee contract
Best single benefit?	Best way manage I/O & DR in-house	Best way support & use higher density tape	Has least changes to current methods

In summary, there are many reasons why Remote Hosting is an advantageous option for us:

- Bull has hardware in Phoenix that will allow us to run our mainframe operation from their hardened Data Center.
- Bull is already familiar with our environment because we have been doing annual Disaster Recovery tests in their Data Center since 2000.
- Bull has experience with the migration of other large entities to a Remote Hosting solution.
- They already have a redundant mainframe operation in the state of Michigan.
- Bull will be responsible for archiving, Disaster Recovery, upgrades and patches.
- We would retain our development staff and Production Control staff.
- We would no longer have a tape library or librarian in the State's Data Center. That responsibility would move to Phoenix along with offsite storage of tapes.
- There would be no need to recode COBOL programs or JCL to run production jobs.
- We will immediately realize a monthly cost savings when we factor in cost reductions from OIR.
- There would be little or no adverse impact on our COBOL developers or Production Control.
- We no longer need to maintain and manage multiple contracts for software and equipment that is out of warranty.
- We will no longer need to purchase any part or component related to a Bull mainframe enhancement, upgrade or replacement.
- We will no longer need to maintain a separate Disaster Recovery agreement.
- We will no longer need to be concerned about how we will fund another Bull system in the State's redundant Data Center scenario.

## 2) What all is included in the Contract to Remote Host the Bull Mainframe?

Per communications with Bull below is what is included in that monthly charge:


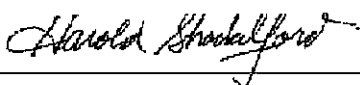
- All inclusive – Single Monthly Invoice of \$69,315.90 per month
  - Hardware: Mainframe, 400GB Disk, Tape, (2) T1's
  - Software Licenses
  - Software Support
  - Software Upgrades (no need to change – not mandatory)
  - Hardware Maintenance
  - Disaster Recovery
  - In-load/Transition Planning – Project Management
  - Technical and Operations Support
  - System Administration
  - Network Support
  - Level 1 Help Desk Services
  - Change Process
  - Status Reporting
  - Hardened Data Center – 7 x 24
  - Offsite Storage
  - Help with Plan to Convert 6,600 Tapes from 18 Track Cartridge to 36 Track and /or Disk
  - Optional Services
  - Production Control
  - Application Maintenance

The CBA on Operational Costs line 22 shows a monthly net charge of 7,043.41. This monthly net charge was calculated by the comparison chart below:

Existing Contracts in Support of Bull Mainframe	Provider	Monthly Fee	Remote Hosting Agreement	Anticipated Monthly Savings
Integris Disaster Recovery for Bull mainframe	Integris (Bull)	\$6,495.00	\$68,583.00	-\$62,088.00
Hardware Support	Getronics	\$483.00	\$0.00	\$483.00
Software Support Bull Database Server Processor (DBSP)	Bull HN	\$2,829.00	\$0.00	\$2,829.00
Printer Maintenance	Getronics	\$732.90	\$732.90	\$0.00
Hardware Maintenance	Getronics	\$5,716.12	\$0.00	\$5,716.12
Bull Hardware	Bull HN	\$5,606.00	\$0.00	\$5,606.00
Bull Operating System License	Bull HN	\$38,941.00	\$0.00	\$38,941.00
Iron Mountain	Iron Mountain	\$1,439.47	\$0.00	\$1,439.47
		<b>\$62,242.49</b>	<b>\$69,315.90</b>	<b>-\$7,073.41</b>



## PROJECT PROPOSAL

<b>Project Name:</b>	GCOS8 Remote Hosting	<b>Project Number:</b>	CG-REMOTE-08
<b>Sponsor:</b>	Don Ingram, ES Administrator	<b>Project Fiscal Year:</b>	Year 1
<b>Sponsor Signature:</b>		<b>Priority:</b>	
<b>Budget/Fiscal Signature:</b>		<b>Funding Source(s):</b>	F
<b>Contact Name and Phone:</b>	Carla Farris 532-1382	<b>Project Phase:</b>	Analysis & Review
<b>Agency:</b>	Labor & Workforce Development	<b>Phase Start Date:</b>	March 1, 2008
<b>Date Project Proposal Last Revised:</b>	N/A	<b>Fiscal Year Project Originated in ISP</b>	2008
<b>Length of Project (months):</b>	9 months (after approval)		

**Current Status of Previously Approved Project and IT-ABC Approval Date:** \_\_\_N/A\_\_\_

### Business Process/Functional Description:

The Department of Labor & Workforce Development (DLWD) is currently running a Bull DPS 9000 mainframe to support its federally-mandated Unemployment Insurance Program. Bull (formerly known as Honeywell) has had a presence in the department since the year 1977 when it won a competitive bid against IBM and Sperry-Univac. The current model is a TA22 which was purchased in the year 2002 and installed in the year 2003. The Bull mainframe is currently housed in the State of Tennessee's Data Center along with the State's IBM mainframe and the day-to-day operations are performed by OIR staff.

We have explored 3 options to manage our data solutions to the mainframe concerns we face; (1) a Media Server, (2) expanded Disk Storage, and (3) Remote Hosting. We have decided upon remote hosting as the best option for the State of Tennessee, due to the age of our mainframe and the manufacturer's phase-out of support for the 3480 / 4490 StorageTek (STK) cartridge tapes, the coming expense associated with the need for mainframe and aging peripheral replacement, and future considerations to migrate off of the legacy GCOS operating system. STK standard cartridge tape drives are no longer supported by the manufacturer as of 2007 calendar year-end.

Remote Hosting will have the least overall impact for our business continuity or quality of service, including the cost avoidance of mainframe replacement and the continuance of STK 3480/4490 cartridge use - uninterrupted. Reduce the number of contracts from 8 to 2 will also save on administrative overhead.

### Business Goal or Objective:

This project supports the goal of the agency – "Look for cost-effective solutions to current IT projects/issues."

The Remote Hosting solution will reduce resource requirements needed to support applications, reduce costs, improve the reliability, availability and dependability to store and process government data. Remote Hosting will take advantage of improved hardware technologies and leverage the economies of scale available at the commercial data center.

Remote Hosting is a solid match for the future technology model of Tennessee's enterprise architecture. Furthermore, Tennessee will benefit from low cost implementation primary and secondary mainframe hosting which consists of a fully redundant fail-over data center provided by the mainframe vendor under one contract.

We are looking at a multiyear contract annually renewable for up to five years. Project CGBullStudy-09 was submitted in the 2007-2010 ISP as a Year 3 project. This project is to do an RFP for a vendor to assess our operations and recommend a long term solution.

**Technical Description:**

Bull will provide us with remote hosting services at their Phoenix, Arizona data center for an agreed upon monthly fee. This remote hosted mainframe will meet the daily processing requirements needed to support our legacy Unemployment Insurance System. Eight Eagle 9840 cartridge drives and the Database Server Processor (DBSP) will be moved to Bull's Phoenix remote hosting site. Hardware remaining in OIR will be one operator console (possibly two) and three printers. The console(s) will facilitate operator interaction with the remote host system for scheduling and monitoring of jobs and the print functions that will include the loading and unloading of custom forms. Operators will also be responsible for the replacement of consumable printer items, such as ribbons. The Bull CPU and peripherals attached, such as our Mainway, our older cartridge drives and any other remaining tagged equipment will become surplus. Operating System Software maintenance, resource allocation, system operation, and system functionality will be managed by us here, while the system hardware will exist in Bull's dual-input power and UPS, Disaster Recovery-qualified data center. The relocation of our Tape Library and Database Server Processor (DBSP) will need to be handled in a timely fashion. For the past several years, we have successfully performed Disaster Recovery (DR) tests of our mainframe operation at Bull's Phoenix site and functioned as expected under DR activity and loads. VPN and T1 line redundancies are put in place for connectivity management and expandability.

**Data Description:**

All data held in retention by the agency on the mainframe; including confidential data retained in support of payment of claimant benefits and the collection of premiums from taxpaying employees.

**Risk Assessment / Potential Problems / Solutions:**

The risk of implementing Remote Hosting is Low and is mitigated by the simple fact that it is the same service used for DR and its implementation is successfully tested each year.

Our current mainframe environment is under High risk of failure, since the 12-year-old Mainway and other components can not be replaced. This year our current mainframe begins to extend beyond its industry-standard life expectancy.

Our current mainframe environment risk is high, since the manufacturer support for the 18-track tape drives has already expired as of December 31, 2007. Getronics our Bull maintenance provider has agreed to maintain the tape drives through December 31, 2008.

While there is currently time to purchase, install, implement, and test the initial phase of moving hosts, July of 2008 should be considered a time to escalate the risk to Extremely High, if alternatives to current tape processes are not implemented and in place. This is due to the high volume of 6,600 18-track tapes and the criticality of the data on the tapes in the Tape Management System (TMS) Library.

**Enhanced Service Benefits Description:**

Remote Hosting provides the least effort and change to our daily operations and still provide longevity. Remote Host environments are more expandable, higher-capacity systems than purchased systems. Data Center stability in a commercially-hardened, high security-established DR (Disaster Recovery) Center supports our goals of even higher system stability than currently exists. System portability and redundancy within a host site is not something we can do with our current Data Center. A reduction in the number of contracts required maintaining and purchasing equipment, and reduction from 8 to 2 contracts. We still maintain control of our print operations, reduce from 8 to 3 FTE (Full-Time Equivalents) in staff at OIR, and only lose the Tape Librarian position, which is currently expected to remain unfilled.

**Enhanced Financial Benefits Description:**

Current monthly expenditures are near the cost of the monthly services fee. Purchase costs for a new mainframe (not to mention peripheral devices) are completely avoided, and there will be reduced demands on OIR resources at the Data Center.

**Explanation of Critical Dates and/or Mandates:**

Year-end of 2008, 18-track tape support by Getronics expires.

January of 2008 the mainframe begins to extend beyond its industry-standard life expectancy.

OIR's support for 18 track tapes ends June 2008.

**Cost Benefit Analysis Attached (yes/no):**

Yes

**Enhanced Financial Benefits Attachment:**

The CBA omits the significant savings that would be realized due to hardware replacement.

- The purchase of a new mainframe will cost a minimum of \$718,000 per the last quote received from Bull
  - Current Bull system was purchased in 2002 for \$867,000 and installed in 2003
- 
- Normal industry replacement cycle is 5 years
  - Savings over a 5-year period would be est. \$1.7 million or \$28,642.00 per month ( $\$718,000.00 / 60 \text{ months} = \$11,966.00 + \$16,676.00 \text{ per month}$ )



## Initial Cost Assessment

A	B	C	D	E	N	O	P	Y	Z	AA	AJ
Cost Category	Description	Cost Center/ Funding Source	Initiation / Planning 2008	Initiation / Planning 2009	Existing Cost (yes/no)	Design / Construction 2008	Design / Construction 2009	Existing Cost (yes/no)	Implementation 2008	Implementation 2009	Existing Cost (yes/no)
1											
2											
3	Confidence Factor: 0.80										
4											
5	Personnel										
6	Project Management				no			no			no
7	Planning, Analysis, Design, Construction		4,875		yes			no			no
8	Test Management				no			no			no
9	Infrastructure: Project Mgmt, LAN/WAN, Systems				no	10,400		yes	5,200		yes
10	Data Resource				no			no	10,000		no
11	Management				no			no			no
12	Business unit staff				no			no			no
13	Other				no			no			no
14	Software										
15	Purchase of application software				no			no			no
16	Purchase of system software				no			no			no
17	Purchase of Data Base Software				no			no			no
18											
19	Hardware										
20	Desktops				no			no			no
21	Notebooks, Tablets, Handhelds				no			no			no
22	Servers				no			no			no
23	Printers				no			no			no
24	Peripherals either for new work stations or to attach to existing work				no			no			no
25											
26	Hardware Installation										
27	Desktop				no			no			no
28	Server				no			no			no
29											
30	Security										
31	Hardware & Software				no			no			no
32	Services Planning				no			no			no
33											

## Initial Cost Assessment

A	B	C	D	E	N	O	P	Y	Z	AA	AJ
Cost Category	Description	Cost Center/ Funding Source	Initiation / Planning 2008	Initiation / Planning 2009	Existing Cost (yes/no)	Design / Construction 2008	Design / Construction 2009	Existing Cost (yes/no)	Implementation 2008	Implementation 2009	Existing Cost (yes/no)
1											
2											
34	Communications				no			no			no
35	Cabling										
36											
37	Data Conversion				no			no			no
38											
39	Documentation				no			no			no
40											
41	Training										
42	IS staff or Contractors				no			no			no
43	Business Unit staff				no			no			no
44											
45	Facilities				no			no			no
46	Additional Space				no			no			no
47	Work area				no			no			no
48	Furniture				no			no			no
49	Ergonomic Studies				no			no			no
50	Renovation of existing space				no			no			no
51											
Grand Total All Years											
52											
53											
54	Without Confidence Factor Applied:										
	Total Initial Cost										
	(Including New and Existing Dollars)	30,475	4,875	0		10,400	0		15,200	0	
55											
56	Total Initial New Dollar Costs	10,000	0	0		0	0		10,000	0	
57	With Confidence Factor Applied:										
	Total Initial Cost										
	(Including New and Existing Dollars)	36,570	5,850	0		12,480	0		18,240	0	
58											
59	Total Initial New Dollar Costs	12,000	0	0		0	0		12,000	0	

5/28/2008

Initial Cost Assessment

Cell: D7

Comment: CC01026:  
\$65/hr. \* hrs.= \$4,875

Cell: O9

Comment: CC01026:  
\$65/hr. \* 2 staff \* 80 hrs.

Cell: Z9

Comment: CC01026:  
\$65/hr. \* 2 staff \* 40 hrs.

	A	B	C	D	E	F	G	H	I	J	K	L	M
	Cost Category	Description	Cost Center/ Funding Source	2008	Existing Costs (yes/no)	2009	Existing Costs (yes/no)	2010	Existing Costs (yes/no)	2011	Existing Costs (yes/no)	2012	Existing Costs (yes/no)
1	Personnel												
2	Project Management				no		no		no		no		no
3	Infrastructure: Project Mgmt,				no		no		no		no		no
4	LAN/WAN, Systems												
5	Data Resource Management				no		no		no		no		no
6	Other				no		no		no		no		no
7													
8	Software				no		no		no		no		no
9	Application Software Lease or License				no		no		no		no		no
10	Fees												
11	Application Software Maintenance or				yes		yes		yes		yes		yes
12	Upgrades												
13	DBMS Software Lease or License				no		no		no		no		no
14	Fees												
15	DBMS Software Maintenance or				no		no		no		no		no
16	Upgrades												
17	System Software Lease or License				no		no		no		no		no
18	Fees												
19	System Software Maintenance or				no		no		no		no		no
20	Upgrades												
21	Training and Travel												
22	IS staff or Contractors				no		no		no		no		no
23	Business Unit Staff				no		no		no		no		no
24	Consulting Staff				no		no		no		no		no
25													
26	On-going Operations												
27	Telecommunications & Network	Remote Hosting Contract between State		822,996	no	822,996	no	822,996	no	822,996	no	822,996	no
28	Services	and Integris											
29	OIR Shared, Co-located, or VMware				no		no		no		no		no
30	Server Costs												
31	Data Conversion				no		no		no		no		no
32	Contracted Services				no		no		no		no		no
33	Equipment Maintenance				no		no		no		no		no
34	Equipment Replacement				no		no		no		no		no
35	Equipment Rental/Lease				no		no		no		no		no
36	Equipment Electricity				no		no		no		no		no
37	Equipment Climate Control				no		no		no		no		no
38	Security Equipment, Software, or				no		no		no		no		no
39	Services												
40	Peripheral Equipment				no		no		no		no		no
41	Telephone Services				no		no		no		no		no
42	Supplies				no		no		no		no		no
43	Mail, Postage, Printing				no		no		no		no		no
44	Other				no		no		no		no		no



	A	B	C	D	E	F	G	H	I	J	K	L	M
	Cost Category	Description	Cost Center/ Funding Source	2008	Existing Costs (yes/no)	2009	Existing Costs (yes/no)	2010	Existing Costs (yes/no)	2011	Existing Costs (yes/no)	2012	Existing Costs (yes/no)
1	Cost Category												
37													
38	Portal costs												
39	Transaction Fees				no		no		no		no		no
40	Payment Fees [see Note 1]				no		no		no		no		no
41													
42	General Administrative Fee (SDF)				no		no		no		no		no
43													
44													
45		Grand Total All Years		Operational Costs 2008	Operational Costs 2009	Operational Costs 2010	Operational Costs 2011	Operational Costs 2012					
46	Total Operational Costs		8,229,960	822,996	822,996	822,996	822,996	822,996		822,996		822,996	
47	Total New Dollar Operational Costs		8,229,960	822,996		822,996		822,996		822,996		822,996	

	A	B	C	N	O	P	Q	R	S	T	U	V	W
		Description	Cost Center/ Funding Source	2013	Existing Costs (yes/no)	2014	Existing Costs (yes/no)	2015	Existing Costs (yes/no)	2016	Existing Costs (yes/no)	2017	Existing Costs (yes/no)
1	Cost Category												
2	Personnel												
3	Project Management				no		no		no		no		no
4	Infrastructure: Project Mgmt, LAN/WAN, Systems				no		no		no		no		no
5	Data Resource Management				no		no		no		no		no
6	Other				no		no		no		no		no
7													
8	Software				no		no		no		no		no
9	Application Software Lease or License Fees				no		no		no		no		no
10	Application Software Maintenance or Upgrades				yes		yes		yes		yes		yes
11	DBMS Software Lease or License Fees				no		no		no		no		no
12	DBMS Software Maintenance or Upgrades				no		no		no		no		no
13	System Software Lease or License Fees				no		no		no		no		no
14	Systems Software Maintenance or Upgrades				no		no		no		no		no
15													
16	Training and Travel												
17	IS staff or Contractors				no		no		no		no		no
18	Business Unit Staff				no		no		no		no		no
19	Consulting Staff				no		no		no		no		no
20													
21	On-going Operations												
22	Telecommunications & Network Services	Remote Hosting Contract between State and Integris		822,996	no	822,996	no	822,996	no	822,996	no	822,996	no
23	OIR Shared, Co-located, or VMware Server Costs				no		no		no		no		no
24	Data Conversion				no		no		no		no		no
25	Contracted Services				no		no		no		no		no
26	Equipment Maintenance				no		no		no		no		no
27	Equipment Replacement				no		no		no		no		no
28	Equipment Rental/Lease				no		no		no		no		no
29	Equipment Electricity				no		no		no		no		no
30	Equipment Climate Control				no		no		no		no		no
31	Security Equipment, Software, or Services				no		no		no		no		no
32	Peripheral Equipment				no		no		no		no		no
33	Telephone Services				no		no		no		no		no
34	Supplies				no		no		no		no		no
35	Mail, Postage, Printing				no		no		no		no		no
36	Other				no		no		no		no		no

A	B	C	N	O	P	Q	R	S	T	U	V	W
	Description	Cost Center/ Funding Source	2013	Existing Costs (yes/no)	2014	Existing Costs (yes/no)	2015	Existing Costs (yes/no)	2016	Existing Costs (yes/no)	2017	Existing Costs (yes/no)
1	Cost Category											
37												
38	Portal costs											
39	Transaction Fees			no		no		no		no		no
40	Payment Fees [see Note 1]			no		no		no		no		no
41												
42	General Administrative Fee (SDF)			no		no		no		no		no
43												
44			Operational Costs 2013		Operational Costs 2014		Operational Costs 2015		Operational Costs 2016		Operational Costs 2017	
45			822,996		822,996		822,996		822,996		822,996	
46	Total Operational Costs		8,229,960									
47	Total New Dollar Operational Costs		8,229,960		822,996		822,996		822,996		822,996	

## Benefit Assessment

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O		
1							Dollars (for increased agency revenue or decreased costs only)										
2	Category	Benefit Number	Benefit Description	Confidence Factor	Benefit Type	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017		
3	Enhanced Service Benefits																
4																	
5																	
6		Enhanced Financial Benefits				R-A, R-O, D-A,	D-A: decreased costs-annual D-O: decreased costs-one time										
7	Soft Dollar:																
8	Increased State Revenue				XXXX												
9	Cost Redirection				XXXX												
10	Cost Avoidance	1	Purchase of new mainframe	0.90	D-O	718,000					718,000						
11	Total Soft Dollar Benefits:		1,436,000			718,000	0	0	0	0	0	0	0	0	0		
12	Hard Dollar:																
13	Decreased Costs	1	Integris Disaster Recovery for Bull mainframe	0.90	D-A	77,940	77,940	77,940	77,940	77,940	77,940	77,940	77,940	77,940	77,940		
14	Decreased Costs	2	Getronics Hardware Support	0.90	D-A	5,796	5,796	5,796	5,796	5,796	5,796	5,796	5,796	5,796	5,796		
15	Decreased Costs	3	Software Support Bull Database Server Processor (DBSP)	0.90	D-A	33,948	33,948	33,948	33,948	33,948	33,948	33,948	33,948	33,948	33,948		
16	Decreased Costs	4	Getronics Hardware Maintenance	0.90	D-A	68,593	68,593	68,593	68,593	68,593	68,593	68,593	68,593	68,593	68,593		
17	Decreased Costs	5	Bull Hardware Maintenance	0.90	D-A	67,272	67,272	67,272	67,272	67,272	67,272	67,272	67,272	67,272	67,272		
18	Decreased Costs	6	Bull Operating System License	0.90	D-A	467,292	467,292	467,292	467,292	467,292	467,292	467,292	467,292	467,292	467,292		
19	Decreased Costs	7	Iron Mountain	0.90	D-A	17,274	17,274	17,274	17,274	17,274	17,274	17,274	17,274	17,274	17,274		
20	Decreased Costs	8	Data Center Manpower Charges	0.90	D-A	165,000	165,000	165,000	165,000	165,000	165,000	165,000	165,000	165,000	165,000		
21	Decreased Costs	9	Data Center Charges per Square Foot of Floor Space	0.90	D-A	39,528	39,528	39,528	39,528	39,528	39,528	39,528	39,528	39,528	39,528		
22																	
23	Hard Dollar Totals:			Total All Years			2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	
24	Increased Agency Revenue - One time		0			0	0	0	0	0	0	0	0	0	0	0	
25	Increased Agency Revenue - Annual		0			0	0	0	0	0	0	0	0	0	0	0	
26	Decreased Costs - One time		0			0	0	0	0	0	0	0	0	0	0	0	
27	Decreased Costs - Annual		9,426,431			942,643	942,643	942,643	942,643	942,643	942,643	942,643	942,643	942,643	942,643	942,643	
28																	
29	Confidence Factor should be applied to each line item. This is not automatically calculated in the provided formula.																

Confidence Factor should be applied to each line item. This is not automatically calculated in the provided formulas.

5/28/2008

Benefit Assessment

Cell: C13

Comment: cg11044:  
contract FA-06-16479-01

Cell: C14

Comment: cg11044:  
contract 4035604

Cell: C15

Comment: cg11044:  
contract 4033603

Cell: C16

Comment: cg11044:  
contract 4033305

Cell: C17

Comment: cg11044:  
contract 4030441

Cell: C18

Comment: cg11044:  
contract in process

Cell: C20

Comment: cg11044:  
Scot Heit's estimate is that the Full Time Equivalent staff can be reduced from nine staff down to six at an annual rate of fifty five thousand each

Cell: C21

Comment: cg11044:  
Reduced Data Center Square footage charges as a result of moving the tape library is \$3294.00 per month

Risk Assessment

Cell: E9

Comment: CC01026:

High risk applies only approval by outside organizations.

5/28/2008

Risk Assessment

	A	B	C	D	E	F
	Risk Factor	High Risk	Normal Risk	High	Normal	F
1	Mainline impact	Major impact on organization's main business objective and goals	Minimal impact on organization's main business objective and goals		X	NA
2	Commitment by management	Senior management not actively involved	Management is committed to project		X	
3	Project length	Over 1 year	1 year or less		X	
4	Project team size	Over 10 people	10 people or less		X	
5	Project team experience	Project team staffed with inexperienced personnel or does not have appropriate functional and / or technical skill	Project team staffed with experienced personnel with appropriate functional and technical skills		X	
6	Percentage of time key project members dedicated to the project	Less than 50%	More than 50%		X	
7	Project manager experienced	No prior experience in this type project	Experience in this type project		X	
8	Number of outside organizations or agencies to coordinate	2 or more	Less than 2		X	
9	User participation	Minimum user participation	User personnel actively participating in project		X	
10	User support	Users / sponsors are not committed to project	Strong user sponsorship		X	
11	User impact	Significant impact on user daily operations	Minimal impact on user daily operations		X	
12	Cost benefit analysis	Approximations used are not based on proven practice standards (estimating guidelines)	Costs from quotes and proven practice standards (estimating guidelines)		X	
13	Existence of a clear business plan	No	Yes, and used for project planning		X	
14	Scheduled completion	Inflexible completion dates (absolute deadline) with little delay tolerance because other development depends on the completion	Completion dates are set but no other development or processing depends on the completion		X	
15	Hardware / Software	Vendor or specific equipment or software does not have proven record or performance	Vendor and / or specific equipment or software has proven performance		X	
16	System complexity	Pioneering, new hardware / software, extensive software modifications	No significant unique or new considerations, minor software modifications		X	
17	Project size	More than 1,000 workdays	Less than 1,000 workdays		X	
18	Quality of data to convert	Complex data base conversion requirements or questionable data integrity	Data conversion is straight forward			X
19	Required level of security	High security level required for data: storage, transmission, access	No significant security requirements beyond basic network security		X	
20						
21						
22	CBA2006-Revised 3/15/06					
23						